

## **GENERAL TERMS OF USE, SUMMARY: SPENTYS**

### **OUR 10 COMMANDMENTS**

Your access to and use of our application is governed by these general terms of use and is based on 10 principles as summarized below.

We draw your attention to the need to carefully read these terms and conditions. If you have any questions, do not hesitate to contact us at the following address: [info@spentys.com](mailto:info@spentys.com)

#### **1. ACCESS TO AND VISIT OUR APPLICATION IMPLIES THE ACCEPTANCE OF OUR TERMS AND CONDITIONS AND POLICY.**

The access to and the visit of our application implies your complete and unconditional acceptance of these general terms and conditions of use, our privacy policy and our cookie policy.

#### **2. TRANSPARENCY**

**WE WILL KEEP YOU INFORMED OF ANY CHANGES TO THESE GENERAL TERMS AND CONDITIONS OF USE, THE PRIVACY POLICY AND / OR THE COOKIE POLICY VIA THE APPLICATION. YOU ACCEPT THESE CHANGES COMPLETELY AND UNCONDITIONALLY EACH TIME YOU VISIT OUR APPLICATION.**

#### **3. WE DO OUR BEST TO KEEP OUR APPLICATION UP-TO-DATE, ACCESSIBLE, ERROR FREE AND WITHOUT HARMFUL COMPONENTS.**

We make every effort to keep our application up-to-date and accessible without errors or harmful components (computer viruses, external burglaries, etc.). Disruptions, interruptions or the presence of harmful elements outside of our control are, however, possible. We cannot be held responsible for this.

If you notice something unusual on our application, please contact us via [info@spentys.com](mailto:info@spentys.com) . We will then make every effort to improve / restore the situation as soon as possible.

#### **4. WE TRUST YOU TO PROVIDE OUR CORRECT AND ACTUAL INFORMATION**

**FOR THE GOOD MANAGEMENT OF OUR APPLICATION AND OUR SERVICES, WE NEED ACCURATE AND UP-TO-DATE INFORMATION.**

## **5. YOU WILL ONLY USE OUR APPLICATION IN ACCORDANCE WITH ITS PURPOSE AND IN ACCORDANCE WITH THE APPLICABLE LAW.**

In particular, you will refrain from:

- using a false identity;
- sending us false or illegal content, junk mail, content that violates or causes damage to the rights of a third party;
- violation of unauthorized access to a part of the site;
- taking any action that may disrupt the operation of our site.

If you are aware of inappropriate behaviour or use related to our website, you can contact us at the following address: [info@spentys.com](mailto:info@spentys.com)

## **6. WE ARE NOT RESPONSIBLE FOR OTHER SITES/APPLICATION**

Our application may contain hyperlinks to other websites/application and some other websites may contain a link to our website/application. We do not have any control over third-party websites/application, nor over their content. We can therefore not be held liable for their operation, content and use.

## **7. YOU ARE RESPONSIBLE FOR USING OUR APPLICATION**

You visit and use our application entirely at your own risk. We are in no way responsible for loss or damage resulting from the use of or the inability to use our application.

## **8. OUR APPLICATION AND ITS COMPONENTS ARE PROTECTED BY INTELLECTUAL PROPERTY RIGHTS**

Our application and its components (brands, logos, images, photos, animations, videos, texts, etc.) are our property. They are protected by intellectual rights. It is therefore forbidden to copy, distribute or use our application or components for purposes other than those of the display of the application and the navigation on it.

## **9. OUR COMPLAINTS PROCEDURE IS SIMPLE AND EFFICIENT**

Every complaint must be communicated to us in writing within eight calendar days after the fact that gives rise to the claim has become known. This can be sent as desired:

- By e-mail: [info@spentys.com](mailto:info@spentys.com)
- By registered letter with acknowledgment of receipt 148, Avenue Franklin Roosevelt – 1050 Brussels – **BE0681502303**

## **10. DIALOGUE TO SETTLE DIFFERENCES**

Nobody benefits from long judicial proceedings. If a dispute does arise, we commit ourselves to pursue a dialogue in all openness, looking for an amicable solution. We expect the same effort of you.

GENERAL TERMS OF USE, DETAILED  
[SPENTYS]

Effective since : [26-07-2018]

**1. INFORMATION ABOUT SPENTYS**

**1.1** The application (hereafter: the "**Application**") is managed and operated under the responsibility of:

SPENTYS SA/NV (hereafter: "**SPENTYS**"),  
148, Avenue Franklin Roosevelt - 1050 Brussels - BE  
CBE-nr.: **TVA: BE0681502303**

**1.2** The Application provides as follows: a 3D scanning interface only available with IOS used by orthotists/doctors/hospitals and SPENTYS in order to create tailor made immobilization devices that fits with patient's limbs and orthopaedics needs for people suffering from orthopaedic disabilities (hereinafter: the "**Service**").

**1.3** Any question or complaint relating to the Application, these General Terms of Use (hereafter: "**Terms of Use**"), the general terms and conditions of sale (hereafter: "**Terms and Conditions**", *if applicable*), the Privacy Policy (hereafter: the "**Privacy Policy**") and the cookie policy (hereafter: "**Cookie policy**") can be directed to SPENTYS at the above address or at the following e-mail address: [info@spentys.com](mailto:info@spentys.com)

**2. ACCEPTANCE**

**2.1** Access to the Application is subject to these Terms of Use, the Privacy Policy, the Cookie Policy and applicable laws and regulations. Consequently, access to or use of the Application implies full and unconditional acceptance by the User (hereinafter referred to as the "**User**") of these Terms of Use, the Privacy Policy and the Cookie Policy.

**2.2** These Terms of Use, the Terms and Conditions, the Cookie Policy and the Privacy Policy only relate to the relationship between the User and SPENTYS with regard to the use of the Application and the Service. They can be consulted at any time on the Application.

### **3. ACCESSIBILITY AND OPERATION OF THE APPLICATION**

- 3.1** SPENTYS will, insofar as possible, ensure that the Application is up-to-date and remains accessible to a normal number of Users. SPENTYS does not guarantee that the functions of the Application will be available without interruption or error, that defects are immediately corrected or that the server that makes them available is free of viruses or other harmful components.
- 3.2** SPENTYS cannot be held liable for loss or damage, of whatever nature, which is the result of suspension, interruption, (technical) disruption, delay, difficult accessibility and / or termination of the accessibility of the whole or a part of the Application or viruses or other harmful elements that are present on the Application.
- 3.3** If the User finds an error, virus or other harmful elements on the Application, he/she is requested to communicate it to SPENTYS at the following address: [info@spentys.com](mailto:info@spentys.com) , so that the necessary measures can be taken. SPENTYS advises the User in any case to install firewalls, antivirus and other necessary security software on his digital tablet to prevent damage.
- 3.4** SPENTYS reserves the right to suspend or stop the Application in whole or in part, at any time, without justification and without prior information.

### **4. USE OF THE APPLICATION**

- 4.1** The user agrees to use the Application only in accordance with its purpose, to the exclusion of any other purpose.
- 4.2** The User is obliged to ensure that all information he communicates is accurate and up-to-date.
- 4.3** The User agrees to use the Application in good faith and to respect the prevailing legislation, and in particular to refrain from:
- sending to SPENTYS false or misleading content (and update this content, if necessary, to ensure that it does not become false or misleading), or communication that occurs as obscene, racist or xenophobic, insultingly illegal, deceptive, intrusive, offensive, harmful, violent, threatening, harassing, slanderous, infringing on intellectual property rights or any of these things;
  - providing e-mail addresses or other types of content to SPENTYS without the prior consent of the persons involved;
  - sending to SPENTYS any content that violates the rights of a third party or damages them in any way (intellectual property rights, privacy, trade secrets, ...);
  - sending to SPENTYS any content that refers to illegal websites/ application or websites/ application with inappropriate content;

- using the Application for sending unsolicited spam, pyramid schemes or similar fraudulent processes;
- circumventing technical protection measures for documents and multimedia;
- taking any action that may adversely affect the proper functioning of the Application, the Service, including the use of computer viruses, ransomware or mass mailing;
- gaining (or attempting to gain) unauthorized access to (a part of) the Application or equipment (hardware and software) used for the proper functioning of the Application;
- using of a false name, a pseudonym or use of the identity of someone else or of an entity;
- using of the Application for purposes other than those described in these Terms of Use.

**4.4** SPENTYS cannot be held responsible for any non-compliance by the User with the Terms of Use, the Terms and Conditions, the Cookie Policy, the Privacy Policy and / or prevailing legislation. The User protects SPENTYS against any action, claim or complaint from third parties (including the government) with regard to the use of the Application.

**4.5** The User uses the Application entirely at his/her own risk. The Application, the components and all information, software, facilities and associated services are offered as they are, subject to availability without any form of guarantee (explicit or implicit) and within the limits of the applicable legislation.

**4.6** SPENTYS cannot be held responsible for any loss or damage (direct, indirect, tangible or intangible) arising from the use of the Application and its components or the inability to use the Website in whole or in part.

**4.7** The User is obliged to inform SPENTYS immediately in writing if he / she becomes aware of inappropriate behaviour or prohibited use related to the Application, by sending an e-mail to [info@spentys.com](mailto:info@spentys.com)

**4.8** For the avoidance of doubt, the User cannot transfer in any way personal data to SPENTYS. SPENTYS can not be held responsible under the Regulation (EU) 2016/679 of 27 April 2016 (GDPR) as SPENTYS does not process and does not require User to process personal data in the framework of its Application.

## **5. LINKS TO AND ON OTHER WEBSITES/APPLICATIONS**

Links to other Websites/Applications can be displayed on the Application. These third-party Websites/Applications are not operated by SPENTYS which cannot be held liable for their operation, content and use. Unless expressly stated otherwise by SPENTYS on the Application, the existence of such links does not imply any approval by SPENTYS regarding these Third-Party Websites/Applications or the use that could be made of them, nor any association or partnership with the operators of this Website(s)/Application(s).

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1** The Application and its components (trademarks, logos, graphics, photos, animations, videos, music, texts, etc.) are the property of SPENTYS. They are protected by intellectual property rights (including copyright, design rights, trademarks, etc.) and may not be reproduced, used or distributed without the prior written consent of SPENTYS or, as the case may be, the relevant right holder, under a penalty of infringement of copyrights and / or models and / or trademarks, punishable by three months to three years and a fine of 100 to 100,000 euros or one of these fines only.
- 6.2** SPENTYS grants to the User a license, non-exclusive, non-transferable, for an indefinite period and at any time and without giving reasons, to gain access to the content of the Application, to view it and only download it for display and private purposes.
- 6.3** Any use of the Application and its components that are not covered by this article is strictly prohibited without the prior and express authorization of SPENTYS.

## **7. COMPLAINTS**

Every claim / complaint of the User with regard to the Application will be communicated in writing within eight (8) calendar days after it has become known that there is a reason to do so. The absence of any dispute in accordance with the aforementioned rules implies unconditional acceptance by the User of the fact that gives rise to the claim and, de facto, the definitive waiver of any claim under this point.

## **8. UPDATES AND LANGUAGE VERSIONS**

- 8.1** SPENTYS reserves the right, at any time and without prior notice, to change/update these Terms of Use, the Terms and Conditions of Sale, the Privacy Policy and the Cookie Policy, as well as the access to the Application and its content. These changes are binding for the User (s) each time the Application is visited.
- 8.2** In case of differences between the language versions of these Terms of Use, the Terms and Conditions, the Privacy Policy and/or the Cookie Policy, the English version has priority.

## **9. VALIDITY OF CONTRACTUAL CLAUSES**

- 9.1** If SPENTYS does not use / invoke one of the provisions of these Terms of Use for a period of time, this cannot be interpreted in any way as a waiver to enforce these rights at a later date.
- 9.2** The nullity, invalidity or unenforceability of some of the provisions implies by no means the

invalidity of all provisions. The provision that is wholly or partially invalid, void or unenforceable

is considered unwritten. SPENTYS undertakes to replace this provision by another who, as far as possible, pursues the same goal.

## **10. APPLICABLE LAW AND COMPETENT COURT**

**10.1** The validity, interpretation and / or performance of the Terms of Use are only subject to Belgian law, to the maximum extent permitted by the prevailing rules of private international law.

**10.2** In the event of a dispute concerning the validity, interpretation or implementation of the Terms of Use, the courts of the judicial district of Walloon Brabant are exclusively competent.

**10.3** Before commencing legal proceedings, the User and SPENTYS will aim to resolve the dispute amicably. That is why they will first contact, where appropriate and necessary, a mediator, arbitration or any identify another alternative dispute resolution method.